

Form PTO-1594 (rev 06/04)		RECORDATION FORM COVER SHEET TRADEMARKS ONLY		U. S. Department of Commerce Patent and Trademark Office			
To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:							
1. Name of conveying party(ies)/Execution Date(s): Global Tel*Link Corporation 2609 Cameron Street Mobile, Alabama 36607 _____ Individual(s) _____ Association _____ General Partnership _____ Limited Partnership <input checked="" type="checkbox"/> Corporation _____ Other _____ Citizenship <u>Delaware</u> Execution Date(s) <u>June 2, 2005</u> Additional name(s) of conveying party(ies) attached? _____ Yes <input checked="" type="checkbox"/> No			2. Name and Address of receiving party(ies) Additional name(s) & address(es) attached? _____ Yes <input checked="" type="checkbox"/> No Name: <u>Credit Suisse, Cayman Islands</u> <u>Branch</u> Internal Address: _____ Street Address: <u>Eleven Madison Avenue</u> _____ City: <u>New York</u> State: <u>New York</u> Country: <u>USA</u> Zip: <u>10010</u> _____ Association – Citizenship _____ _____ General Partnership – Citizenship _____ _____ Limited Partnership – Citizenship _____ _____ Corporation – Citizenship _____ <input checked="" type="checkbox"/> Other <u>Bank</u> Citizenship <u>Switzerland</u> If assignee is not domiciled in the United States, a domestic representative designation is attached _____ Yes <input checked="" type="checkbox"/> No				
3. Nature of conveyance: _____ Assignment _____ Merger _____ Security Agreement _____ Change of Name _____ Government Interest Assignment <input checked="" type="checkbox"/> Other <u>Second Lien Trademark Security Agreement</u>							
4. Application number(s) or registration number(s): <table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> A. Trademark Application No(s). 78416809 78416788 </td> <td style="width: 50%; vertical-align: top;"> B. Trademark Registration No(s). 2448631 2378664 </td> </tr> </table> <p style="text-align: center; margin-top: 10px;">Additional numbers attached? _____ Yes <input checked="" type="checkbox"/> No</p>						A. Trademark Application No(s). 78416809 78416788	B. Trademark Registration No(s). 2448631 2378664
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5. Name and address of party to whom correspondence concerning document should be mailed: M.Oren Epstein, Esq. SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP Four Times Square New York, New York 10036 Tel: (212) 735-2517 Fax: (917) 777-2517 OE Epstein@skadden.com			6. Total number of applications and registrations involved: <u>4</u> 7. Total fee (37 CFR 1.21(h) and 3.41) <u>\$100</u> <input checked="" type="checkbox"/> All fees and any deficiencies are authorized to be charged to Deposit Account (Our Ref. 217730/01891) 8. Payment information Deposit Account No. <u>19-2385</u> Authorized user Name: <u>Philip H. Bartels</u>				
9. Signature. <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;"> _____ Signature Oren Epstein _____ Name of Person Signing </div> <div style="text-align: center;"> <u>June 22, 2005</u> _____ Date </div> <div style="text-align: center; margin-top: 20px;"> Total number of pages including cover sheet, and documents: 6 </div> </div>							

CH \$115.00 192385 78416809

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 2, 2005, is entered into by and between Global Tel*Link Corporation, a Delaware corporation located at 2609 Cameron Street, Mobile, Alabama 36607 (the "Grantor") and Credit Suisse, Cayman Islands Branch, a Swiss bank located at Eleven Madison Avenue, New York, New York 10010 (the "Assignee"), as Administrative Agent pursuant to that certain Guarantee and Collateral Agreement, dated as of June 2, 2005, between the Assignee and the Grantor, amongst others, (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), and pursuant to that certain Credit Agreement, dated as of June 2, 2005, among GTEL Holdings, Inc. ("Holdings"), Global Tel*Link Corporation and certain Lenders and agents party thereto (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor is granting a security interest to the Assignee in certain Collateral, including the Trademarks set forth on Schedule A hereto.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Grantor hereby grants to Assignee a security interest in all of Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor's Obligations. For the purposes of this Agreement, "Trademarks" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of Grantor's United States applications and registrations for the Trademarks.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. The rights and remedies of the Assignee with respect to the security interest granted hereby are in addition to those set forth in the Guarantee and Collateral Agreement (which is deemed incorporated by reference herein) and those which are now or hereafter available to the Assignee as a matter of law or equity. The exercise by the Assignee of

any one or more of the rights, powers or privileges provided for in this Agreement, in the Guarantee and Collateral Agreement, or now or hereafter existing at law or in equity shall not preclude any other or further exercise by any person, including the Assignee, of any or all other rights, powers or privileges. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. Notwithstanding the foregoing, Grantor authorizes the Assignee, upon notice to Grantor, to modify this Agreement in the name of and on behalf of Grantor without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademark owned or subsequently acquired by Grantor. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

5. Intercreditor Agreement

REFERENCE IS MADE TO THE INTERCREDITOR AGREEMENT DATED AS OF JUNE 2, 2005 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), AMONG HOLDINGS, GRANTOR, CREDIT SUISSE, CAYMAN ISLANDS BRANCH, AS FIRST LIEN ADMINISTRATIVE AGENT (AS DEFINED THEREIN), AND CREDIT SUISSE, CAYMAN ISLANDS BRANCH, AS SECOND LIEN ADMINISTRATIVE AGENT (AS DEFINED THEREIN). NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE ADMINISTRATIVE AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE ADMINISTRATIVE AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

GLOBAL TEL*LINK CORPORATION

By: [Signature]
Name: Brent D. Bradley
Title: VP & Asst. Secretary

STATE OF) California
) SS.
COUNTY OF) Los Angeles

I, a notary public, in and for the county and state aforesaid, do hereby certify that Brent D. Bradley personally known to me to be the VP & Asst. Secretary of Global Tel*Link Corporation, appeared before me this day in person and acknowledged that (s)he signed the above and foregoing instrument as his/her free and voluntary act and as the free and voluntary act of said corporation pursuant to authority granted to him/her by the board of directors of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 1st day of June, 2005.

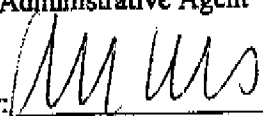

[Signature]
Notary Public

My commission expires: May 23, 2008



ASSIGNEE:

**CREDIT SUISSE,
CAYMAN ISLANDS BRANCH,
as Administrative Agent**

By:  
Name: ROBERT HETU VANESSA GOMEZ
Title: DIRECTOR VICE-PRESIDENT

Schedule A to TRADEMARK SECURITY AGREEMENT

<u>Mark</u>	<u>Reg. No. / (Ser. No.)</u>	<u>Date Registered / (Filed)</u>	<u>Grantor</u>
LAZERPHONE	2,448,631/ (75/586592)/	05/08/2001/ (11/10/1998)	Global Tel*Link Corporation
LAZERVEICE	2,378,664/ (75/586593)/	08/22/2000 (11/10/1998)	Global Tel*Link Corporation
ADVANCE PAY	78/416809	05/11/2004	Global Tel*Link Corporation
GTL	78/416788	05/11/2004	Global Tel*Link Corporation